

mixed and packed therewith so as to reduce and lower and injuriously affect its quality and strength and had been substituted in whole or in part for the said article.

Misbranding was alleged for the reason that the article was labeled, "Paramount Brand * * * Good Cotton Seed Meal Guaranteed Analysis Protein (minimum) 36.00% Ammonia (minimum) 7.00% * * * Crude Fibre (maximum) 14.00% * * * Ingredients: Made from upland cotton seed," which statements were false and misleading and deceived and misled the purchaser in that they represented that the said article was cottonseed meal containing not less than 36 per cent of protein and not more than 14 per cent of crude fiber, whereas, in truth and in fact, it was a product containing less than 36 per cent of protein and more than 14 per cent of crude fiber. Misbranding was alleged for the further reason that the article was a product low in protein and containing excessive crude fiber and was offered for sale and sold under the distinctive name of another article, to wit, cottonseed meal.

On November 5, 1923, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be sold by the United States marshal.

C. F. MARVIN, *Acting Secretary of Agriculture.*

11927. Adulteration and misbranding of cottonseed meal. U. S. v. 200 Sacks of Cottonseed Meal. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 17583. I. S. No. 436-v. S. No. E-4415.)

On July 2, 1923, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 200 sacks of cottonseed meal, at Poughkeepsie, N. Y., consigned on or about January 6, 1923, alleging that the article had been shipped by J. B. Lovitt & Co., Greenwood, Miss., and transported from the State of Mississippi into the State of New York, and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part: "Sun Brand Cotton Seed Meal * * * Guaranteed Analysis Protein 36.00% * * * Crude Fibre 15.00% * * * Equivalent Nitrogen 5.75% Made from Pressed Cottonseed."

Adulteration of the article was alleged in the libel for the reason that a substance low in protein (nitrogen) and containing excessive crude fiber had been mixed and packed therewith so as to reduce and lower and injuriously affect its quality and strength and had been substituted wholly or in part for the said article.

Misbranding was alleged for the reason that the label bore the following statements regarding the article and the ingredients and substances contained therein, "Cotton Seed Meal * * * Guaranteed Analysis Protein 36.00% * * * Crude Fibre 15.00% * * * Equivalent Nitrogen 5.75% Made from Pressed Cottonseed," which were false and misleading and deceived and misled the purchaser. Misbranding was alleged for the further reason that the article was an imitation of and was offered for sale under the distinctive name of another article.

On October 26, 1923, Wm. T. Reynolds & Co., Inc., Poughkeepsie, N. Y., claimant, having admitted the allegations of the libel and consented to the entry of a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$500, conditioned in part that it be relabeled under the supervision of this department as "Cottonseed Feed," with a statement of the composition, "Protein 33 per cent, Crude Fibre 16 per cent, Equivalent Nitrogen 5.28 per cent," and that the statement, "Made from Pressed Cottonseed," be entirely eliminated.

C. F. MARVIN, *Acting Secretary of Agriculture.*

11928. Adulteration and misbranding of olive oil. U. S. v. 1 Barrel of Olive Oil. Default decree of condemnation, forfeiture, and sale. (F. & D. No. 17588. I. S. No. 10601-v. S. No. E-4410.)

On June 23, 1923, the United States attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 1 barrel of olive oil, remaining in the original unbroken package at Lynn, Mass., alleging that the article had been shipped

by Mammoth Bros., or Marmarelli Bros. & Katramados, from New York, N. Y., on or about September 12, 1922, and transported from the State of New York into the State of Massachusetts, and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part, (tag) "From Marmarelli Bros. & Katramados Importers Of Olive Oil * * * Italian, Greek and Oriental Products," and bore a design showing olive branches bearing olives, also a cut of two barrels with legend on head, "M. B. & K. Pure Olive Oil," and was invoiced as olive oil.

Adulteration of the article was alleged in the libel for the reason that a substance, to wit, cottonseed oil, had been mixed and packed therewith so as to reduce and lower and injuriously affect its quality and strength and had been substituted in whole or in part for the said article.

Misbranding was alleged for the reason that the product consisted of a mixture of cottonseed oil and olive oil, prepared in imitation of and sold and offered for sale under the distinctive name of another article, to wit, pure olive oil. Misbranding was alleged for the further reason that the article was labeled in part, "Importers Of Olive * * * Italian, Greek and Oriental Products," and bore a design showing olive-bearing branches, also a design of two barrels with inscription on head, "M. B. & K. Pure Olive Oil," which statements, designs, and devices were false and misleading and deceived and misled the purchaser in that they represented to purchasers that the said article was pure olive oil, whereas, in truth and in fact, it was not pure olive oil but was a product consisting of a mixture of cottonseed oil and olive oil.

On November 5, 1923, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be sold by the United States marshal.

C. F. MARVIN, *Acting Secretary of Agriculture.*

11929. Adulteration and misbranding of butter. U. S. v. Lakeview Creamery, Inc., a Corporation. Plea of guilty. Fine, \$25. (F. & D. No. 17612. I. S. Nos. 8465-v, 10834-v.)

On September 21, 1923, the United States attorney for the District of Oregon, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Lakeview Creamery, Inc., a corporation, Lakeview, Oreg., alleging shipment by said company, in violation of the Food and Drugs Act, as amended, in two consignments, namely, on or about January 24 and March 5, 1923, respectively, from the State of Oregon into the State of Nevada, of quantities of butter, a portion of which was adulterated and misbranded and the remainder of which was misbranded. A portion of the article was labeled in part: "Desert Brand Pasteurized Creamery Butter Net Weight 1 Pound." The remainder of the said article was labeled in part: "Lakeview Pasteurized Creamery Butter Net Weight One Pound, in Quarters Lakeview Creamery, Lakeview, Oregon."

Analysis of a sample of the Desert brand butter by the Bureau of Chemistry of this department showed that it was high in moisture and low in butterfat. Examination of both consignments of the article by said bureau showed that the packages averaged less than 1 pound net of butter.

Adulteration was alleged with respect to the Desert brand butter for the reason that a product deficient in milk fat and containing an excessive amount of moisture had been substituted for creamery butter, which the article purported to be.

Misbranding was alleged with respect to the said Desert brand butter for the reason that the statement, to wit, "Creamery Butter," borne on the packages containing the said Desert brand, was false and misleading in that it represented that the article consisted wholly of creamery butter, and for the further reason that the article was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it consisted wholly of creamery butter, whereas it consisted of a product deficient in milk fat and contained an excessive amount of moisture. Misbranding was alleged with respect to both brands of the said butter for the reason that the statement, to wit, "Net Weight One Pound," borne on the packages containing the article, was false and misleading in that the said statement represented that each of the said packages contained 1 pound net of butter, and for the further reason that the article was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that each of the said packages contained 1 pound net of butter, whereas each of the said packages did not contain 1 pound net of butter but did